Terms of Service

Terms and conditions for using Pathway

Last updated: 21 November 2026

1 Introduction

These Terms of Service ("Terms") govern your use of Pathway, an AI-powered cloud infrastructure automation platform operated by EDEN Artificial Intelligence Limited ("EDEN", "us", "we", or "our"). By accessing or using Pathway you accept and agree to be bound by these Terms.

Pathway enables organisations to design, deploy, and manage cloud infrastructure across multiple cloud providers through AI-driven guided workflows ("Journeys"). These Terms apply to all users, partners, and organisations that access or use the service.

2 Company Information

EDEN Artificial Intelligence Limited is a company registered in England and Wales under company number 16234372. Our registered office is Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN, United Kingdom. You can contact us at support@pathway.build.

3 Acceptance of Terms

By accessing and using Pathway, the individual accepting these Terms confirms they are authorised to do so on behalf of their organisation, and that the organisation agrees to be bound by these Terms. If you do not agree, do not use this service.

4 Service Description

Pathway is an AI-driven cloud infrastructure automation platform. The service includes:

- Assessments — read-only reviews of cloud environments you already run, scored against the Well-Architected Framework, with findings and recommendations
- Journey-based deployments — AI-guided workflows for designing and deploying production-ready cloud infrastructure to Microsoft Azure, Amazon Web Services (AWS), and Google Cloud Platform (GCP)
- Automated IaC generation — AI agents generate infrastructure as code based on your organisation's requirements
- Compliance evidence — automated checks of generated and assessed infrastructure against the compliance frameworks and benchmarks you select, with the evidence reported alongside
- Ongoing checks — scheduled assessments and platform checks that report changes made outside Pathway, and reconfiguration or rollback of platforms Pathway has deployed
- Partner portal — authorised Partners may manage multiple customer organisations, configure deployments, and access billing analytics
- Support agent — an embedded AI support assistant for platform and deployment queries

All infrastructure is deployed into cloud accounts you own and control. Pathway acts as an automation agent on your behalf and does not take ownership of any deployed resources.

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5 Subscriptions & Billing

Pathway is available on a monthly subscription basis. Current plan details, pricing, and token allocations are set out on our **Pricing page**. We reserve the right to update pricing with reasonable notice in accordance with Section 18.

- Token-based billing: AI usage is measured in Pathway tokens. Token consumption varies based on the complexity of your deployment workflows.
- Overage: Usage exceeding your plan's included token allocation is charged at your plan's overage rate and invoiced on your next monthly billing cycle. There are no hard usage caps — active workflows will not be interrupted due to token limits.
- Invoicing: For subscriptions bought directly from us, invoices are issued automatically at the start of each billing cycle and delivered to your registered billing email. Prices are exclusive of VAT where applicable.
- Microsoft Marketplace: If you buy Pathway through Microsoft Marketplace, Microsoft bills you for the subscription and for usage, at the prices shown in Marketplace, on your Microsoft invoice. Usage beyond your plan's included allocation is reported to Microsoft as it happens and billed by Microsoft as overage.

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6 Cancellation & Refunds

You may cancel your Pathway subscription at any time by providing 30 days' written notice to **support@pathway.build** or via the billing section of your account portal.

- Access: Your subscription and platform access will remain active until the end of your current billing period following the cancellation date.
- Refunds: Pathway subscriptions are non-refundable. No refund or credit will be issued for any unused portion of your current billing period, unused token allocation, or partial months. Token allocations are consumed on a use basis and are not transferable or refundable.
- Outstanding charges: Any overage usage incurred prior to cancellation will be invoiced and remains payable in full.

- **Microsoft Marketplace:** If you bought Pathway through Microsoft Marketplace, your subscription is managed by Microsoft: you cancel it in the Azure portal, and Microsoft's cancellation and refund rules apply instead of the notice period and refund terms above. Usage billed through Marketplace metering is not refundable.
- **Termination by EDEN:** We reserve the right to terminate or suspend your subscription immediately if you breach these Terms or fail to pay amounts due. In the event of termination by EDEN without cause, we will provide a pro-rata refund of any prepaid subscription fees for the unused portion of the current billing period (through Microsoft, for a Marketplace subscription).

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7 Use of the Service

Subject to these Terms and a valid subscription, we grant your organisation a limited, non-exclusive, non-transferable right to access and use Pathway for internal business purposes. You may not:

- Resell or sublicense access to Pathway to third parties (except authorised Partners)
- Attempt to decompile, reverse engineer, or extract the source code of Pathway
- Use Pathway to build a competing product or service
- Share login credentials with individuals outside your organisation
- Use Pathway in any way that violates applicable laws or regulations

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8 User Accounts

When you create an account, you must provide accurate and complete information. You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account.

We reserve the right to suspend or terminate accounts that violate these Terms, in our sole discretion.

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9 Partner Programme

Organisations enrolled in the Pathway Partner Programme ("Partners") may manage sub-organisations ("Customers") through the partner portal. Partners agree that:

- They are responsible for ensuring their Customers comply with these Terms
- They may configure and customise Pathway for Customers within the parameters permitted by EDEN
- They may not sublicense Pathway access without EDEN's prior written consent
- They are responsible for billing arrangements with their Customers
- EDEN reserves the right to modify or terminate Partner status at any time with reasonable notice

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10 Cloud Infrastructure Deployment

Pathway deploys cloud infrastructure using credentials and configuration you provide. You acknowledge and agree that:

- You are solely responsible for all cloud provider costs incurred in your accounts as a result of deployments initiated through Pathway
- All infrastructure is deployed into your own cloud accounts — Pathway does not own or control any deployed resources
- You are responsible for reviewing AI-generated infrastructure-as-code before initiating deployment
- Once infrastructure is provisioned in your cloud provider, Pathway's liability is limited as described in Section 16
- You must ensure that cloud credentials provided to Pathway have appropriate scope and are kept secure on your side; Pathway is responsible only for the security of credentials whilst stored within the platform
- Pathway is not responsible for cloud misconfigurations, security vulnerabilities, or cost overruns in deployed infrastructure
- Credential storage: sensitive credential fields (such as secrets, keys, and external IDs) are encrypted using AES-256-GCM before storage and are never retained in plaintext or sent to AI models. Credentials entered for a single Journey are kept for up to 7 days, to allow redeployments and retries, and are deleted when the Journey is deleted or after 7 days, whichever is sooner. Credentials you save as a Connection (used, for example, for scheduled assessments and platform checks) are kept until you delete the Connection.

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11 Data Processing & Privacy

EDEN Artificial Intelligence Limited processes your organisation's data both as a data controller (for account and billing data) and as a data processor (when acting on your instruction to deploy infrastructure).

- Lawful basis: contract performance (UK GDPR Art. 6(1)(b)) for service delivery; legitimate interests (Art. 6(1)(f)) for security monitoring and platform improvement
- Data types: account information, usage and billing data, deployment logs, and cloud configuration data. Cloud provider credentials are encrypted at the field level using AES-256-GCM before storage and are never stored in plaintext; retention is described in Section 10
- Data residency: primary data is stored in the United Kingdom and the European Economic Area
- Sub-processors: Auth0 (Okta) for authentication; Microsoft Azure for platform infrastructure; MongoDB Atlas for database storage; Redis for session caching; OpenAI and Anthropic as AI model providers (cloud configuration and usage context is sent to them to produce assessments and infrastructure code; credentials are not); Stripe for payments; Microsoft for billing of Marketplace purchases; Resend for email delivery; PostHog for product analytics; Cloudflare for network security and delivery
- Retention: see our **Privacy Policy** for full retention periods

Your organisation may exercise data subject rights by contacting support@pathway.build. For full details of how we handle personal data, please refer to our **Privacy Policy**.

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12 Intellectual Property Rights

Pathway and its original content, features, and functionality are and will remain the exclusive property of EDEN Artificial Intelligence Limited and its licensors. The platform is protected by copyright, trademark, and other applicable laws.

The core AI-driven infrastructure automation methodology embodied in Pathway is covered by Patent Pending GB 2513511.2. Any reproduction or derivative use of this technology without written authorisation from EDEN is prohibited.

13 Prohibited Uses

You may not use Pathway:

- For any unlawful purpose or to facilitate unlawful acts
- To violate any applicable laws or regulations
- To infringe upon intellectual property rights of EDEN or any third party
- To upload or transmit malicious code or interfere with platform security
- To deploy infrastructure intended to facilitate illegal activity
- To submit false or misleading information to the platform
- To attempt to gain unauthorised access to other organisations' data

14 Service Availability

We target high availability for the Pathway platform but do not guarantee uninterrupted service. We may need to perform maintenance, updates, or take the service offline for operational reasons. We will endeavour to provide advance notice of planned downtime where possible. We are not liable for losses arising from service unavailability.

15 Disclaimers

Pathway is provided "as is" and "as available". To the fullest extent permitted by law, EDEN excludes all warranties, express or implied, including fitness for a particular purpose. AI-generated infrastructure-as-code is provided for your review and approval — EDEN does not warrant that generated code is free of errors, optimal, or suitable for your specific requirements. You are responsible for validating all generated outputs before deployment.

16 Limitation of Liability

To the fullest extent permitted by applicable law, EDEN Artificial Intelligence Limited, its directors, employees, partners, agents, suppliers, and affiliates shall not be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages of any kind, including but not limited to: loss of profits, revenue, data, business opportunity, goodwill, or anticipated savings; cloud infrastructure costs or overruns; security breaches or data loss in your cloud environment; or costs arising from third-party cloud provider issues, outages, or changes.

EDEN shall have no liability whatsoever for: (a) any failure or defect in AI-generated infrastructure-as-code or compliance outputs; (b) any deployment outcome, cloud misconfiguration, or resource provisioning made through Pathway; (c) any loss or damage arising from your use or inability to use the platform; or (d) any acts or omissions of third-party cloud providers, identity providers, or sub-processors.

Notwithstanding the above, in any case where EDEN is found liable, our maximum aggregate liability to you for all claims arising under or in connection with these Terms — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed **£1,000,000 (one million pounds sterling)**. This cap applies regardless of the number of claims or the nature of the loss alleged.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

17 Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales. Any dispute arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18 Changes to Terms

We reserve the right to modify these Terms at any time. Where changes are material, we will provide at least 30 days' notice by email or through a notice on the platform before the new Terms take effect. Continued use of Pathway after the effective date constitutes acceptance of the revised Terms.

19 General

- **Business use:** Pathway is provided to businesses and other organisations for business purposes, not to consumers.
- **Entire agreement:** These Terms, together with any order or plan you buy, are the whole agreement between you and EDEN about Pathway and replace any earlier understanding.
- **Severability:** If any part of these Terms is found unenforceable, the rest remains in effect.
- **Assignment:** You may not transfer your rights under these Terms without our written consent. We may transfer ours to a successor to our business.
- **Events outside our control:** We are not responsible for delay or failure caused by events beyond our reasonable control, including outages at cloud, identity or AI model providers.
- **No waiver:** If we do not enforce a right straight away, we can still enforce it later.

20 Contact Information

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Email: **support@pathway.build**

Address: EDEN Artificial Intelligence Limited, Camburgh House, 27 New Dover Road, Canterbury, Kent, CT1 3DN, United Kingdom

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- AWS Marketplace: If you buy Pathway through AWS Marketplace, AWS bills you for the subscription and for usage, at the prices shown in AWS Marketplace, on your AWS bill. Usage beyond your plan's included allocation is reported to AWS each hour and billed by AWS as overage.

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- **AWS Marketplace:** If you bought Pathway through AWS Marketplace, your subscription is a contract managed by AWS, and AWS Marketplace's cancellation and refund rules apply instead of the notice period and refund terms above. The contract ends at the end of its term unless auto-renewal is on; you can turn auto-renewal off in AWS Marketplace. A contract cancelled within 48 hours of purchase, through AWS Support, is refunded in full under AWS Marketplace's rules. To cancel after that, contact us and we will send AWS a cancellation request. Usage billed through AWS Marketplace metering is not refundable.
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- To infringe upon intellectual property rights of EDEN or any third party
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16 Limitation of Liability

To the fullest extent permitted by applicable law, EDEN Artificial Intelligence Limited, its directors, employees, partners, agents, suppliers, and affiliates shall not be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages of any kind, including but not limited to: loss of profits, revenue, data, business opportunity, goodwill, or anticipated savings; cloud infrastructure costs or overruns; security breaches or data loss in your cloud environment; or costs arising from third-party cloud provider issues, outages, or changes.

EDEN shall have no liability whatsoever for: (a) any failure or defect in AI-generated infrastructure-as-code or compliance outputs; (b) any deployment outcome, cloud misconfiguration, or resource provisioning made through Pathway; (c) any loss or damage arising from your use or inability to use the platform; or (d) any acts or omissions of third-party cloud providers, identity providers, or sub-processors.

Notwithstanding the above, in any case where EDEN is found liable, our maximum aggregate liability to you for all claims arising under or in connection with these Terms — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed **£1,000,000 (one million pounds sterling)**. This cap applies regardless of the number of claims or the nature of the loss alleged.

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

17 Governing Law

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- **Assignment:** You may not transfer your rights under these Terms without our written consent. We may transfer ours to a successor to our business.
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PRODUCT

Pricing

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Journey

PLATFORM

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Nutanix on Azure

Nutanix on AWS

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P>thway

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